

As a result of such Litigation commenced by Bottler, whether by settlement, arbitration or judgment in Court, the Company hereby assigns to the Bottler an amount of the damages equal to the cost of the Litigation (including attorney's fees) plus one-half of the damages collected in excess of the cost of Litigation.

ARTICLE XI

21.

- a) The Bottler shall carry product liability insurance in an amount not less than \$1,000,000.00 per claim and umbrella coverage of not less than \$10,000,000.00 which insurance shall designate the Company as an additional insured. In the event of a claim against the Company, any deductible on such insurance shall be paid by Bottler. Such insurance shall provide that it cannot be terminated without thirty (30) days prior written notice to the Company. The Bottler shall provide a certificate of such insurance to the Company.
- b) The Company shall use its best efforts to obtain and carry product liability insurance within a reasonable period of time following the Effective Date in an amount not less than \$1,000,000.00 per claim and \$3,000,000.00 per occurrence, which insurance shall designate the Bottler as an additional insured. In the event of a claim against the Bottler, any deductible on such insurance shall be paid by the Company. Such insurance shall provide that it cannot be terminated without thirty (30) days prior written notice to the Bottler. The Company shall provide a certificate of such insurance to the Bottler

ARTICLE XII

General

22. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a) "person" means an individual, a corporation, a partnership, a limited partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof.
- b) "control" (including terms "controlling", "controlled by" and "under common control with") means: (i) beneficial ownership of a majority of any class or series of voting securities of a person; or (ii) the power or authority directly or indirectly to elect or designate a majority of the members of the board of directors, or other governing body of a person.

23. In all cases where any approval or consent is required from any party in this Agreement the parties agree that unless otherwise expressly provided such approval or consent shall not be unreasonably withheld or delayed.

24. Without relieving the Bottler of any of its responsibilities under this Agreement. the